

SOLICITATION/CONTRACT				REQUISITION NUMBER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 060416, TothBL				N66604-5298-9001				DO-07		18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE			
				N66604-06-R-0416				2006 SEP 27			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591 , Simonpietri Drive Newport, RI 02841-1708 TothBL@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> OTHER: 10 U.S.C. 2304 © (1) </div> </div> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE 332999</div> <div>SIZE STANDARD 500 Employees</div> </div>					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2006 OCT 30 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Engineering and Technical Services, evaluations, and repairs of the Traveling Wave Tube.											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
TELEPHONE NO. _____ DUNS NO. _____						14. PAYMENT WILL BE MADE BY _____ CODE _____					
CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE	
		(SEE PAGE 2)									
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591, Simonpietri Drive
Newport, RI 02841-1708**

SOLICITATION NO. N66604-06-R-0416

DATE AND LOCAL TIME 2006 OCT 30, 2:00 P.M.

**All clauses within this solicitation are followed by either Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF). Clauses followed by FFP relate to Firm Fixed Price aspects of this contract. Clauses followed by CPFF relate to Cost Plus Fixed Fee aspects of this contract.*

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B10X SUPPLIES/SERVICES AND PRICES – (FFP)

CLINs 0001-0008 along with corresponding SLINs on schedule B below, represent the Indefinite Delivery-Indefinite Quantity portion of the contract with Firm Fixed Price provisions. Authorized Ordering Officers may issue orders for supplies or services in accordance with the schedule below. The Contractor shall perform in accordance with those orders.

B14X SUPPLIES/SERVICES AND PRICES - IDIQ CPFF (MAR 2001)

(a) CLIN 0009 represents the Indefinite Delivery-Indefinite Quantity portion of the contract with Cost Plus Fixed Fee provisions. Individual orders under this contract will be issued on a term form basis.

(b) The Contractor shall, in accordance with orders issued by the Ordering Officer, perform work assignments within the parameters of the Statement of Work using the labor categories specified in individual orders.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each order issued. For the purpose of establishing the Fixed Fee for each order issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

B SUPPLIES/SERVICES AND PRICES - IDIQ CPFF (SEP 2001)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	T.I. & E.				
0001AA	T.I. & E. per the Statement of Work (SOW) Paragraph 3.1, Task 1, Attachment #1 for the period beginning upon contract award through 12 months.	1-10	EA	\$ _____	\$ _____
0001AB	T.I. & E. per the Statement of Work (SOW) Paragraph 3.1, Task 1, Attachment #1 for the period beginning 13 months after contract award through 24 months.	1-10	EA	\$ _____	\$ _____
0001AC	T.I. & E. per the Statement of Work (SOW) Paragraph 3.1, Task 1, Attachment #1 for the period beginning 25 months after contract award through 36 months.	1-10	EA	\$ _____	\$ _____
0001AD	T.I. & E. per the Statement of Work (SOW) Paragraph 3.1, Task 1, Attachment #1 for the period beginning 37 months after contract award through 48 months.	1-10	EA	\$ _____	\$ _____
0001AE	T.I. & E. per the Statement of Work (SOW) Paragraph 3.1, Task 1, Attachment #1 for the period beginning 49 months after contract award through 60 months.	1-10	EA	\$ _____	\$ _____

0002	Repair & Upgrade				
0002AA	Repair and Restoration per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning upon contract award through 12 months.	1-10	EA	\$ _____	\$ _____
0002AB	Repair and Restoration per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 13 months after contract award through 24 months.	1-10	EA	\$ _____	\$ _____
0002AC	Repair and Restoration per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 25 months after contract award through 36 months.	1-10	EA	\$ _____	\$ _____
0002AD	Repair and Restoration per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 37 months after contract award through 48 months.	1-10	EA	\$ _____	\$ _____
0002AE	Repair and Restoration per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 49 months after contract award through 60 months.	1-10	EA	\$ _____	\$ _____
0002BA	Upgrade per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning upon contract award through 12 months.	1-10	EA	\$ _____	\$ _____
0002BB	Upgrade per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 13 months after contract award through 24 months.	1-10	EA	\$ _____	\$ _____
0002BC	Upgrade per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 25 months after contract award through 36 months.	1-10	EA	\$ _____	\$ _____
0002BD	Upgrade per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 37 months after contract award through 48 months.	1-10	EA	\$ _____	\$ _____
0002BE	Upgrade per the Statement of Work (SOW), Paragraphs 3.2, Task 2, Attachment #1 for the period beginning 49 months after contract award through 60 months.	1-10	EA	\$ _____	\$ _____
0003	Traveling Wave Tube- Year 1				

0003AA	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning upon contract award through 12 months.	1-5	EA	\$ _____	\$ _____
0003AB	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning upon contract award through 12 months.	6-10	EA	\$ _____	\$ _____
0004	Traveling Wave Tube- Year 2				
0004AA	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning 13 months after contract award through 24 months.	1-5	EA	\$ _____	\$ _____
0004AB	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning 13 months after contract award through 24 months.	6-10	EA	\$ _____	\$ _____
0005	Traveling Wave Tube- Year 3				
0005AA	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning 25 months after contract award through 36 months.	1-5	EA	\$ _____	\$ _____
0005AB	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4, Attachment #1, for the period beginning 25 months after contract award through 36 months.	6-10	EA	\$ _____	\$ _____
0006	Traveling Wave Tube- Year 4				
0006AA	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4 Attachment #1, for the period beginning 37 months after contract award through 48 months.	1-5	EA	\$ _____	\$ _____
0006AB	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4 Attachment #1, for the period beginning 37 months after contract award through 48 months.	6-10	EA	\$ _____	\$ _____
0007	Traveling Wave Tube- Year 5				
0007AA	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4 Attachment #1, for the period beginning 49 months after contract award through 60 months.	1-5	EA	\$ _____	\$ _____

0007AB	Traveling Wave Tube per the Statement of Work (SOW) Paragraph 3.4, Task 4 Attachment #1, for the period beginning 49 months after contract award through 60 months.	6-10	EA	\$ _____	\$ _____
0008	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the orders issued hereunder.	1	LO		NSP

B SUPPLIES/SERVICES AND PRICES - IDIQ CPFF (SEP 2001)

0009	SERVICES per the Statement of Work (SOW), Paragraph 3.3, Task 3, Attachment #1, for the Level of Effort in Clause B33, for the term in Section I, FAR 52.216-22	1	LO	Estimated Cost: \$ _____
				Fixed Fee: \$ _____
				Total CPFF: \$ _____

**Offeror shall insert amounts

B33 LEVEL OF EFFORT – IDIQ (SEP 2001) (CPFF)

(a) The level of effort estimated to be ordered during the term of this contract is 15,000 man-hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
Engineer, Systems		2,050	
Engineer, Electrical/Electronics		4,200	
Engineer, Software		1,400	
*Program Manager		1,050	
Hardware Procurement		6,300	
Totals		15,000	

* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing

portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Orders.

- (1) An estimated level of effort shall be established for each completion form order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.
- (2) Within thirty days after completion of the work under each completion form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:
 - (i) The Contractor's estimate of the total allowable cost incurred under the order; and
 - (ii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(e) Term Form Orders.

- (1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:
 - (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
 - (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.
- (2) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.
- (3) In performing term form orders, the Contractor may use any combination of hours of the labor categories listed in the order.
- (4) Within thirty days after completion of the work under each term form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:
 - (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the order schedule, including the identification of the key employees utilized;
 - (ii) The Contractor's estimate of the total allowable cost incurred under the order; and
 - (iii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.
- (5) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(6) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the order level of effort with an equitable adjustment for both cost and fee.

B35 OFFERS FOR LESS THAN THE TOTAL QUANTITY (FFP & CPFF)

Offers for less than the total quantity for all items specified are not desired and may be determined to be unacceptable.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE (FFP)

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATION</u>	<u>REVISION</u>	<u>DATE</u>
All	Statement of Work	-	-

C13 BRAND NAME SPECIFIED IS MANDATORY (FFP)

(a) Parts or components described herein by reference to a manufacturer's name and/or part number and nomenclature shall be furnished in strict accordance with the manufacturer's published data relating to said supplies except to the extent otherwise specified in this contract.

(b) Complete interchangeability of parts with original equipment is mandatory. There is insufficient time to obtain and analyze data to insure interchangeability of parts if other than the brand name parts specified are furnished; therefore, bids/proposals offering parts of other than the supplier referenced will be rejected. The offeror warrants that the parts to be delivered hereunder will be of the part number(s) and the supplier specified.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994) (FFP & CPFF)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001) (FFP & CPFF)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*
MARK FOR: TBD

Name

Code

Telephone No.

D20 DELIVERY OF DATA (SEP 2001) (FFP & CPFF)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS (FFP & CPFF)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (FFP)	(AUG 1996)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (CPFF)	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (FFP & CPFF)	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E9 INSPECTION AND ACCEPTANCE - ORIGIN AND DESTINATION (HARDWARE) – (AUG 1999) (FFP)

- (a) Initial inspection and acceptance of the supplies being furnished shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: ____ (as designated in K15-6, "Place of Performance").
- (b) If the contract provides for Government procurement quality assurance actions at origin, the place(s) designated for such actions may not be changed without authorization of the Procuring Contracting Officer.
- (c) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the CAO-QAR as follows:
- (1) CLINs/SCLINS: All
 - (2) Period of Advance Notice: 15 working days
 - (3) Method of Advance Notice: In Writing
- (d) Final inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (e) The receiving activity shall execute the acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall

forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY (FFP) para.(b) fill-ins: variation shall be limited to: <u>zero</u> Percent increase <u>zero</u> Percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
52.211-17	DELIVERY OF EXCESS QUANTITIES (FFP)	(SEP 1989)
52.242-15	STOP-WORK ORDER (FFP)	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (FFP)	(APR 1984)
52.247-34	F.O.B. DESTINATION (FFP)	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999) (FFP)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997) (FFP & CPFF)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF AWARD
0001AA-0001AE	1-10	1 Month
0002AA-0002BE	1-10	1 Month
0003AA-0007AB	1-10	6 Months
0008	1 Lot	1 Month
0009	1 Lot	1 Month

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered unacceptable. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA-0001AE	1-10	
0002AA-0002BE	1-10	
0003AA-0007AB	1-10	
0008	1 Lot	
0009	1 Lot	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F30 PLACE OF PERFORMANCE (SEP 2001) (CPFF)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: TBD

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004) (FFP & CPFF)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Elizabeth A. Alexander

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-3230; DSN: 432-3230

Email: alexanderea@npt.nuwc.navy.mil

G11X CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (CPFF)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).
- (4) Delivery, shipping, and other pertinent requirements shall be determined by NUWC DIVNPT Code 3412, Eric Gulovsen at 401-832-5447.

G12 COGNIZANT DCAA (FFP)

The cognizant DCAA for this contract is:

Office: * TBD

Address: _____

Telephone: _____

- Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003) (CPFF)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____

Title: _____

Mailing Address: _____

E-mail Address: _____

Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE (FFP & CPFF)

The Paying Office will mail payments to:

* TBD

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001) (FFP & CPFF)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE) (FFP)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION (FFP)

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999) (FFP)

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H28X MINIMUM AND MAXIMUM QUANTITIES (FFP)

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum is \$50,000.00 worth of orders for the T.I.&E, Repair and Restoration, Upgrade, and Traveling Wave Tubes. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H28 MINIMUM AND MAXIMUM QUANTITIES (CPFF)

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000.00 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H29 ORDERING (MAY 2002) (FFP & CPFF)

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Exact place of pickup or delivery
- (6) DD Form 1423, Contract Data Requirements List, if applicable
- (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
- (8) List of Government Furnished Property and the estimated value thereof, if applicable.
- (9) DD Form 254, Contract Security Classification Specification, if applicable
- (10) The pricing arrangement of the order. For FFP orders, the Price of the order. For Cost Reimbursement orders, the Estimated Cost, the Fee amount and the Cost Plus Fee amount or the Ceiling Price, as applicable.
- (11) For Cost Reimbursement orders, identification as either a term form or completion form order
- (12) For Cost Reimbursement term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (13) For Cost Reimbursement completion form orders for services, the estimated level of effort

(c) If this is a Cost Plus Fixed Fee contract, fixed fee for each order shall be established by dividing the number of hours estimated to be expended in the order by the maximum contract hours and multiplying the result by the contract fixed fee amount. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain

subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS (FFP & CPFF)	(JUL 2004)
52.203-3	GRATUITIES (FFP & CPFF)	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (FFP & CPFF)	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (FFP & CPFF)	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES(FFP & CPFF)	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FFP & CPFF)	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (FFP & CPFF)	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FFP & CPFF)	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (FFP & CPFF)	(DEC 2004)
52.204-2	SECURITY REQUIREMENTS (FFP)	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (FFP)	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION (FFP & CPFF)	(DEC 1991)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003) (FFP & CPFF)	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (FFP & CPFF)	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (FFP & CPFF)	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FFP & CPFF)	(JAN 2005)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (FFP & CPFF)	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (FFP & CPFF)	(MAR 1998)
52.211-5	MATERIAL REQUIREMENTS (FFP)	(AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (FFP & CPFF)	(SEP 1990)

252.211-7003	ITEM IDENTIFICATION AND VALUATION (FFP)	(JUN 2005)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (FFP & CPFF)	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (FFP & CPFF)	(OCT 1997)
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (FFP)	(OCT 1997)
52.216-8	FIXED FEE (CPFF)	(MAR 1997)
52.216-18	ORDERING (FFP & CPFF) para.(a) fill-in: from <u>Contract Effective Date</u> . para.(a) fill-in: through <u>59 Months</u> .	(OCT 1995)
52.216-19	ORDER LIMITATIONS (FFP) para.(a) fill-in: less than <u>1 unit</u> . para.(b)(1) fill-in: in excess of <u>10 units</u> . para.(b)(2) fill-in: in excess of <u>10 units</u> . para.(b)(3) fill-in: within <u>180</u> days... para.(d) fill-in: within <u>90</u> days...	(OCT 1995)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE - ALT I (OCT 1995) (FFP & CPFF)	(JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FFP & CPFF)	(MAY 2004)
52.222-3	CONVICT LABOR (CPFF)	(JUN 2003)
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006) (FFP)	(JAN 2006)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (FFP)	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FFP & CPFF)	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FFP & CPFF)	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FFP & CPFF)	(DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FFP & CPFF)	(DEC 2004)
252.223-7004	DRUG-FREE WORK FORCE (FFP & CPFF)	(SEP 1988)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (FFP & CPFF)	(AUG 2003)
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (FFP & CPFF)	(FEB 2006)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FFP & CPFF)	(JUN 2004)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (FFP)	(JUN 2005)
52.227-1	AUTHORIZATION AND CONSENT (FFP)	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (FFP)	(AUG 1996)
252.227-7013	RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FFP & CPFF)	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (FFP & CPFF)	(JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (FFP & CPFF)	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (FFP)	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (FFP)	(MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (FFP)	(SEP 1999)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES - (STATE AND LOCAL ADJUSTMENTS) (FFP & CPFF)	(APR 2003)

52.232-1	PAYMENTS (FFP & CPFF)	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FFP & CPFF)	(FEB 2002)
52.232-11	EXTRAS (FFP)	(APR 1984)
52.232-17	INTEREST (FFP & CPFF)	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984) (FFP & CPFF)	(JAN 1986)
52.232-25	PROMPT PAYMENT (FFP & CPFF)	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (FFP & CPFF)	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FFP & CPFF)	(JAN 2004)
52.233-1	DISPUTES (FFP & CPFF)	(JUL 2002)
52.233-3	PROTEST AFTER AWARD (FFP & CPFF)	(AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FFP)	(OCT 2004)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-13	BANKRUPTCY (FFP & CPFF)	(JUL 1995)
52.243-1	CHANGES - FIXED PRICE (FFP)	(AUG 1987)
52.243-1	CHANGES - FIXED PRICE - ALT I (APR 1984)(CPFF)	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (FFP & CPFF)	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (FFP & CPFF)	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FFP & CPFF)	(DEC 2004)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (FFP & CPFF)	(NOV 2005)
52.245-1	PROPERTY RECORDS (FFP)	(APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (FFP & CPFF)	(MAY 2004)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (FFP & CPFF)	(MAY 1994)
52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS (FFP & CPFF)	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (FFP)	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (FFP)	(MAR 2000)
52.248-1	VALUE ENGINEERING (FFP)	(FEB 2000)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FFP & CPFF)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS (FFP & CPFF)	(JAN 1991)

I46-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (FAR 52.246-17) (JUN 2003) (FFP)

(a) *Definitions.* As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) *Contractor's obligations.*

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1 year after acceptance [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time] --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

Contracting Officer will "X" the applicable paragraph (2).

X (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

___ (2) If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government. *Alternate II (Apr 1984)*

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

Contracting Officer will "X" the applicable paragraph (4).

X (4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

___ (4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted. *Alternate IV (Apr 1984)*

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

Contracting Officer will "X" paragraph (6) if it applies.

___ (6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract. *Alternate IV (Apr 1984)*

Contracting Officer will "X" paragraph (7) if it applies.

___ (7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement. *Alternate V (Apr 1984)*

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998) (FFP & CPFF)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS (FFP & CPFF)

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	4
<u>ATTACHMENT</u>		
1	Statement of Work for Traveling Wave Tube	3

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB NO. 0704-0188															
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.																					
A. CONTRACT LINE ITEM NO.			B. EXHIBIT NO.		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>																
D. SYSTEM/ITEM Submarine HDR			E. CONTRACT/PR NO. N66604-5298-9041		F. CONTRACTOR L3																
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Technical Report-Study/Services			3. SUBTITLE TI&E Reports				17. PRICE GROUP												
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW 3.1.1			6. REQUIRING OFFICE NUWC Code 3412				16. ESTIMATED TOTAL PRICE												
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION													
8. APP CODE A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 15 DARC		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">a. ADDRESSEE</th> <th colspan="2" style="text-align: left;">b. COPIES</th> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
a. ADDRESSEE		b. COPIES																			
		Draft	Final																		
		Reg	Repro																		
16. REMARKS Block 4: Delete Block 6a of DID. Block 9: See attached addendum Block 10: Twelve (12) submissions are anticipated per year. Block 12: TI&E Reports shall be submitted five (5) working days after completion of the TI&E activity on a unit or units. Block 14: An advance copy shall be provided in electronic format via e-mail.						Code 3412 E. Gulovsen		1	1	-											
						NESP Data Center		-	1	-											
						15. TOTAL		1	2	-											
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Technical Report-Study/Services			3. SUBTITLE Repair Activity Summary Report				17. PRICE GROUP												
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW 3.2.1			6. REQUIRING OFFICE NUWC Code 3412				18. ESTIMATED TOTAL PRICE												
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION													
8. APP CODE A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 15 DARC		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">a. ADDRESSEE</th> <th colspan="2" style="text-align: left;">b. COPIES</th> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
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16. REMARKS Block 4: Delete Block 6a of DID. Block 9: See attached addendum. Block 10: Twelve (12) submissions are anticipated per year Block 12: Reports shall be submitted no later than the 15 working days after government acceptance of the repaired unit and shall provide detailed information relative to the repair activities performed, updated Serial Assembly Records, and Test data . Block 14: An advance copy shall be provided in electronic format via e-mail.						Code 3412 E. Gulovsen		1	1	-											
						NESP Data Center		-	1	-											
						15. TOTAL		1	2	-											
G. PREPARED BY Eric Gulovsen			H. DATE		I. APPROVED BY Data Manager			J. DATE													

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB NO. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO.		B. EXHIBIT NO.		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>							
D. SYSTEM/ITEM Submarine HDR		E. CONTRACT/PR NO. N66604-5298-9041		F. CONTRACTOR L3							
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Contractor's Progress, Status & Mgmt Report			3. SUBTITLE Engineering Services Reports			17. PRICE GROUP				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE SOW 3.3.1		6. REQUIRING OFFICE NUWC Code 3412			16. ESTIMATE D TOTAL PRICE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D		10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30 DACA		14. DISTRIBUTION					
8. APP CODE A			11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 15 DARP		a. ADDRESSEE		b. COPIES			
16. REMARKS Block 9: See attached addendum. Block 10: Twelve (12) submissions are anticipated per year. Block 12: Engineering Service Reports shall be submitted ten (10) working days after task completion. All documentation shall be provided in electronic format via e-mail.				a. ADDRESSEE		Draft		Final			
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				Code 3412				1		-	
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1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Engineering & Technical Services Accomplishment Report			3. SUBTITLE Trip Reports			17. PRICE GROUP				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80061A		5. CONTRACT REFERENCE SOW 4.0		6. REQUIRING OFFICE NUWC Code 3412			18. ESTIMATE D TOTAL PRICE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION					
8. APP CODE N/A								a. ADDRESSEE		b. COPIES	
16. REMARKS Block 4: Delete 7.2; 10.2(e); 10.2.7 through 10.2.14; 10.2.16 through 10.2.18. Block 9: See Attached Addendum. Block 10: Approximately two (2) are anticipated per year. Block 12: Reports to be submitted 5 working days after completion of trip and the trip report shall summarize the travel itinerary, report results of meetings, and report any action items that were assigned to NUWC.				a. ADDRESSEE		Draft		Final			
						Reg		Repro			
				Code 3412				1		-	
				E. Gulovsen							
				NESP Data Center		-		1		-	
								15. TOTAL			
G. PREPARED BY Eric Gulovsen		H. DATE		I. APPROVED BY Data Manager			J. DATE				

DD FORM 1423
CONTRACT DATA REQUIREMENTS LIST

BLOCK 16 ADDENDUM

THE FOLLOWING "EXPORT CONTROL WARNING NOTICE" MUST BE USED IN CONJUNCTION WITH DISTRIBUTION STATEMENTS IDENTIFIED.

BLOCK 16: **WARNING:** This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq). Violations of these export laws are subject to severe penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

THE FOLLOWING DISTRIBUTION STATEMENT APPLIES TO CDRLs A001 - A006

Distribution Statement D. Distribution authorized to the DoD and DoD Contractors only; Critical Technology; Data Data Prepared. Other requests for this document shall be referred to NUWCDIVNPT, Code 3412.

STATEMENT OF WORK

Traveling Wave Tube (TWT)

1.0 BACKGROUND AND SCOPE

Code 34 of the Naval Undersea Warfare Center Division Newport RI (NUWCDIVNPT) is designated by PEO C4I PMW 770 as the Technical Direction Agent (TDA) for the Submarine High Data Rate (SubHDR) Antenna System as well as the National Maintenance Center (NMC) for the SubHDR Mast Group. The Traveling Wave Tube (TWT) is a vital part of the SubHDR system. The contractor shall provide Traveling Wave Tubes, spare/repair parts, TWT engineering and technical services; TWT evaluations and; fabricate components and systems related to the TWT.

2.0 APPLICABLE DOCUMENTS

SPAWAR-S-868C Performance Specification for the Submarine High Data Rate (HDR) Satellite Communications System

3.0 REQUIREMENTS

The contractor shall provide support in the following areas regarding the SubHDR TWT:

- Component evaluations
- Component repair, upgrades and failure analysis
- Technical Interchange Meetings
- TWT replacement and fabrication

3.1 Task 1- Engineering Support Services (Test, Inspect and Evaluate) (CLINs 0001-0002)

The contractor shall conduct a Test, Inspect and Evaluate (T,I&E) on returned TWT's that will include:

- TWT evaluation
- TWT performance
- Initial failure analysis
- Provide the expected life of the unit for evaluations that meet/pass internal contractor specifications

TWT serial numbers will be provided by the Government COR as failed TWT's are returned from the fleet or during the NUWCDIVNPT checkout process.

3.1.1 Deliverable

The contractor shall prepare and deliver a Technical Report for the items identified in paragraph 3.1 according to CDRL A001.

3.2 Task 2- Engineering Support Services (Repair, Restore and Upgrade) (CLINs 0001-0002)

The contractor shall perform TWT repair, restore and upgrade including the following:

- TWT component repairs
- TWT upgrades
- TWT verification/testing after any repair/upgrade service
- Provide the expected life of the unit after any repair work
- Failure analysis/root cause of failed components which may include the whole TWT if deemed un-repairable.

3.2.1 Deliverable

The contractor shall summarize all repair activities performed with each unit to include the work process, updated Serial Assembly Records, Engineering Change Orders (ECOs) incorporated during repair process, trouble failure data (TFD), and Test data according to CDRL A002.

3.3 Task 3- Engineering Support Services (Technical Interchange Meetings (TIM)

The contractor shall attend and host Technical Interchange Meetings. The contractor shall document action items and respond to any assigned action items as a result of the TIM. TIM topics and actions may result in the following:

- Engineering Studies
- Technical upgrades
- Technical improvements and functional enhancements
- Life Cycle Refurbishment Plan/Studies

3.3.1 Deliverable

The contractor shall provide summaries of all meetings and action items according to CDRL A003.

3.4 Task 4– Traveling Wave Tube

The Contractor shall build, test and deliver Traveling Wave Tubes according to the Contractor's Drawings, Specifications, Procedures and Processes.

3.4.1 Status Reports

The contractor shall provide fabrication status according to CDRL A004.

4.0 STATUS AND TRIP REPORTS

The contractor shall submit a monthly cost, schedule and performance report according to CDRL A005. The contractor shall submit trip reports for all authorized travel according to CDRL A006.

5.0 PERFORMANCE

5.1 Period of Performance

The period of performance is five years (5) from the date of contract award.

5.2 Place of Performance

The work specified herein shall be performed at the contractor's facility and at the Naval Undersea Warfare Center Division Newport RI.

6.0 SECURITY

The level of clearance required to perform the tasking specified herein is up to and including SECRET. Only US citizens may perform under this contract.

7.0 GOVERNMENT REPRESENTATIVE

The technical representative for this contract is Mr. Eric Gulovsen, Code 3412, 401-832-5447.